

12/14/98

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.  
GS- 03B-06460

ADDRESS OF PREMISES 200 Third Street  
Parkersburg, West Virginia 26102

THIS AGREEMENT, made and entered into this date by and between  
Leased Housing Developers  
221 East Fourth Street, Suite 2310  
whose address is Cincinnati, Ohio 45202

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. to incorporate cost of service  
information into the lease and make the renewal term effective.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective November 1, 1998, as follows:

1. Paragraphs 2 through 5 of Standard Form 2 of the Lease are hereby deleted and  
the following provisions are inserted in lieu thereof:

"2. TO HAVE AND TO HOLD for the term beginning on October 21, 1974 and  
extending until October 20, 2014. This lease does not provide for early  
termination or renewal.

"3. The Government shall pay the Lessor an annual rent of \$2,265,420.07 or  
\$188,785.01 per month in arrears. Rent for a lesser period shall be prorated.  
Rent payments shall be made to Leased Housing Developers Company, 221 East  
Fourth Street, Suite 2310, Cincinnati, Ohio 45202 and wired to Leased Housing  
Developers Company account at [redacted] or other such bank as the lessor  
may hereinafter designate."

"4. The annual rent of \$2,265,420.07 consists of base annual rent of  
\$1,767,036.07 and base year operating costs and taxes of \$498,384.00. This  
rent will be for the period beginning November 1, 1998 and continuing through  
December 31, 1999. The annual operating rent (operating costs and taxes) shall  
be adjusted upwards or downwards annually through the term of this Lease  
starting on January 1, 2000 and upon each succeeding January 1 by an amount

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR Leased Housing Developers

BY [redacted]  
IN PRESENCE [redacted]

*General Partner*  
221 E. 4th Street, #2310  
Cincinnati, OH 45202  
(Address)

UNITED STATES OF AMERICA  
General Services District

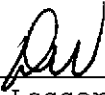
BY [redacted] Contracting Officer

(Official Title)

## 4. continued:

equal to the difference between the actual operating costs incurred during the preceding calendar year and \$498,384.00 (of which \$308,384.00 represents the cost of services, \$30,000.00 represents the cost of property and liability insurance and \$160,000.00 represents property taxes) with three exceptions:

- A. Increases in administrative and management salaries over those in effect on November 1, 1998, shall be limited to 3.5% per annum, this limitation shall not be applied to increases in taxes levied against such salaries. Any increases in management and administrative salaries in excess of a cumulative 3.5% per annum shall be borne by the Lessor throughout the remaining term of this lease and shall not be passed through to the Government. Attachment A is included with this Supplement Lease Agreement, Attachment A is the Lessor's completed GSA Form 1217 in which the base year operating expenses are detailed.
  - B. The current cost of property and liability insurance is in excess of \$30,000.00 per annum. The annual adjustment of base year operating costs provided for herein shall not include any future increase in the cost of property and liability insurance; such increases, if any, shall be borne by the Lessor and shall not be passed on to the Government.
  - C. The base year property taxes are \$160,000.00 per annum. All future increases to the base year property taxes shall be governed by Attachment B to this Supplemental Lease Agreement."
5. "The Lessor has satisfied the requirements of (a) Lessor's offer dated November 15, 1972, as revised by letter dated February 7, 1973, and (b) the requirements of Solicitation for Offers No.211 dated October 3, 1972, and (c) the Governments award letter dated March 16, 1973, as amended by letter dated December 9, 1974, and all requirements imposed upon the Lessor by Supplemental Lease Agreement Numbers 1 through 35."

  
\_\_\_\_\_  
Lessor                      &                      \_\_\_\_\_  
Government